

4.3248

14-03

AN AGREEMENT BETWEEN  
THE BUTLER BOARD OF EDUCATION  
AND  
THE BUTLER CUSTODIAL & MAINTENANCE ASSOCIATION

X 1980 - 1982

LIBRARY  
Institute of Management and  
Labor Relations

SEP 25 1981  
RUTGERS UNIVERSITY

THIS AGREEMENT, made and entered into on this  
17th day of December, 1979, BY AND BETWEEN, THE  
BOARD OF EDUCATION OF THE BOROUGH OF BUTLER, IN  
THE COUNTY OF MORRIS, NEW JERSEY, hereinafter  
referred to as the "BOARD", AND, THE BUTLER CUS-  
TODIAL & MAINTENANCE ASSOCIATION, hereinafter re-  
ferred to as the "ASSOCIATION".

Article I

RECOGNITION

The Board of Education of the Borough of Butler recognizes the Butler Custodial & Maintenance Association as the exclusive bargaining agent for all custodial and maintenance employees of the Butler Public School System, including the following positions:

Head Custodian	Maintenance
Custodian	Small Vehicle Driver
Matron	Custodian Small/Vehicle Driver

Article II

SUCCESSOR AGREEMENT

The Association and the Butler Board of Education agree to commence negotiations for the 1982/83 school year no later than September 30, 1981. Salary guides for the 1981/82 school year will be negotiated by the parties; said negotiations to commence no later than October 15, 1980.

Article III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or working conditions of an employee or group of employees and/or the interpretation or meaning of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An "aggrieved" person is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to proceed independently of this grievance procedure.

C. Procedure Steps

1. Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 working days, he shall set forth his complaint in writing to the supervisor. The supervisor shall communicate his decision to the employee in writing within 3 working days of receipt of the written complaint.
3. The employee may appeal the supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the concerned parties and, upon request, with the employee or supervisor separately.

He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed 10 working days. The Superintendent shall communicate his decision in writing, along with the supporting reasons, to the employee and supervisor.

4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within 30 calendar days.
5. Any grievance not resolved to the satisfaction of the employee after review by the Board of Education, shall, if concurred by the Board of Education, be submitted to advisory arbitration agreeable to all parties.

## Article IV

### HOLIDAYS

The holidays for the 1980/82 school years shall be as follows:

- |                   |                        |
|-------------------|------------------------|
| 1. New Year's Day | 6. Columbus Day        |
| 2. Good Friday    | 7. Veterans' Day       |
| 3. Memorial Day   | 8. Thanksgiving Day    |
| 4. Fourth of July | 9. Christmas Eve Day   |
| 5. Labor Day      | 10. New Year's Eve Day |
|                   | 11. Christmas Day      |

Two other days to be mutually agreed upon.  
If any of the above holidays should fall on Saturday or Sunday, or a day in which school is in session, both parties agree that a mutually acceptable day will be substituted.

## Article V

### 1980/81 SALARY GUIDES

<u>Step</u>	<u>Custodial</u>	<u>Maintenance</u>	<u>Van Drivers</u>	<u>Matrons</u>
P	\$ 8,200.			
1	8,500.	\$ 9,500.	\$4.09/hr.	\$3.35/hr.
2	9,000.	9,950.	4.33	3.58
3	9,500.	10,400.	4.57	3.81
4	10,000.	10,750.	4.81	4.04
5	10,300.	11,650.	5.10	4.28
6	10,600.	12,475.	5.43	4.51
7	11,300.	13,150.	5.72	4.75
8	11,900.	13,950.	6.01	5.02
9	12,500.	14,400.		
10	13,100.	14,900.		
11	13,600.	15,450.		
12	14,100.	16,250.		
13	15,100.	17,000.		

Salary guides for the 1981/82 school year will be negotiated by the parties as per provisions of Article II.

## Article VI

### CLOTHING ALLOWANCE

The Board of Education agrees that each custodian, matron and small vehicle driver shall receive a \$100 annual clothing allowance, and each

maintenance employee shall receive a \$125. annual clothing allowance.

Foul weather gear shall be purchased for maintenance personnel, as needed with ownership remaining with the Board.

## Article VII

### PERSONAL LEAVE OF ABSENCE

#### A. Sick Leave

1. Employees shall have 12 days sick leave per year, cumulative without limit, as specified in Title 18A. Those employed for 10 months shall have 10 sick days.
2. Employees shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.
3. A doctor's certificate may be required for any employee for an illness following the third day, or at any time the Superintendent is not satisfied with the attendance of an employee.

#### B. Maternity

1. A leave of absence without pay for maternity will be granted any employee in good standing. (Time granted shall be no longer than one year from the next September 1st).

#### C. Military

1. Any employee who is drafted into the defense forces of the United States shall receive leave without pay. State and Federal laws shall be applied concerning re-instatement and accrued benefits of an employee in his position.

#### D. Death

1. An employee may be absent without loss of pay for up to 5 days for the death in the immediate family (mother, father, sister, brother, son, daughter, husband, wife, or any other member of the household living with the employee as a permanent member of the home).

2. Absence without loss of pay for 1 day is allowed for death of a relative outside of the immediate family, or a close friend.

E. Personal

1. Employees will be allowed 1 day per year without loss in pay for personal business which cannot be handled outside of school hours, such as court subpoena, title closing, marriage of a family member, and emergencies if approved by the Superintendent.
2. Employees will be allowed 1 day per year without loss in pay for personal business which cannot be handled outside of school hours, and shall not be required to state the reason for taking this day other than that he is taking it under this section. 3 days prior written request or notice is required in above paragraphs.

Article VIII

VACATION SCHEDULE

1. Employees with less than 1 year of service shall be granted vacation time pro-rated on the basis of the number of months employed. Example: 6 months = 1 week vacation.
2. A 2 week (10 days) vacation shall be granted employees after 1 year of service.
3. After 10 years of service, employees shall be granted three weeks vacation (15 days).
4. After 15 years of service, employees shall be granted four weeks vacation (20 days).

Article IX

LONGEVITY

The following Longevity Payment Policy shall apply to all Custod-



ial and Maintenance personnel for service in the Butler Public Schools:

15 years	\$300.
20 years	\$350.
25 years	\$400.
30 years	\$450.
35 years	\$500.
40 years	\$550.
45 years	\$600.

#### Article X

##### SPECIAL LICENSES

Custodial and maintenance personnel shall receive annual salary adjustments for holding either or both of the following job related licenses, subject to the approval of the Superintendent or Assistant Superintendent:

Boiler license	\$200.
Small vehicle driver license	\$200.

#### Article XI

##### SUBSTITUTE HEAD BUILDING CUSTODIAN/MAINTENANCE SUPERVISOR

An employee assigned the responsibility as substitute Head Building Custodian shall be paid 50% of the Head Building Custodian differential on a per diem basis after 20 consecutive days. An employee assigned the responsibility as substitute Maintenance Supervisor shall be paid a mutually agreed amount on a per diem basis after 20 consecutive days.

#### Article XII

##### DENTAL & PRESCRIPTION DRUG PLANS

The Board shall continue the Dental Care Health Insurance Program provided for the 1979/80 contract year, and shall provide Prescription Drug Benefits for each eligible Custodial & Maintenance em-

ployee and his/her eligible dependents for the 1980/82 contract years. This coverage shall be the same as provided for the Butler Education Association.

#### Article XIII

##### HEALTH AND WELFARE BENEFITS

Any and all health and welfare benefits that shall be incorporated in the Butler Education Association Contract with the Board of Education for the 1980/82 school years, shall likewise apply to all maintenance and custodial employees.

#### Article XIV

##### UNUSED SICK DAYS

Each unit member who retires, after completion of fifteen (15) or more years of service in the Butler Public Schools, shall be reimbursed for unused sick days at the rate of one (1) days pay for each six (6) unused sick days.

A days pay shall be 1/200 of the contractual salary of a unit member employed on a ten (10) month contract, or 1/240 of the contractual salary of a unit member employed on a twelve (12) month contract, for the year prior to retirement.

The unit member shall provide the Board of Education with a written notice of intention to retire at least twelve (12) months prior to the intended date of retirement.

#### Article XV

##### CALL-IN-TIME

Custodial & Maintenance personnel will be paid a minimum of 2 hours for Call-In-Time. The employee shall have the option of working 4 hours.

Article XVI

DURATION OF CONTRACT

The duration of this Contract shall be from July 1, 1980 to June 30, 1982.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

BUTLER CUSTODIAL & MAINTENANCE  
ASSOCIATION

BUTLER BOARD OF EDUCATION

By George Scott  
George Scott, President

By Richard A. McCracken  
Richard A. McCracken, President

By Charles Shenise, Jr.  
Charles Shenise, Jr.

By Donald S. Hawkins  
Donald S. Hawkins, Secretary